

A G Contract No KR00 2044TRN
ADOT ECS File: JPA 00-176
Project: P0500 05/06P
Section: FY00 - 01 Don't Drive
1 in 5 Promotional Campaign

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 4 JANUARY ²⁰⁰¹ ~~2000~~,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through
its Executive Director (the "RPTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The RPTA is empowered by Arizona Revised Statutes Section 48-5122, 48-5123 and 28-8133 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The federal government has made funds available to the State for the use of RPTA for urban travel reduction efforts. The State and the RPTA desire to define their respective responsibilities relating to the transfer of up to \$42,000.00 through the State to the RPTA and the expenditure thereof for the Don't Drive 1 in 5 Promotional Campaign.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24414
Filed with the Secretary of State
Date Filed: 01/04/2001
Petrey Gayless
Secretary of State

B. Vicky L. Greenwald

II. SCOPE

1. The State will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$42,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period 1 October 2000 through 30 September 2001. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program, generally in accordance with Exhibit A, which is attached hereto and made a part hereof. Provide the required \$10,500.00 match and apply funding to program work activities. Comply with all applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$42,000.00. During September 2001, provide a final report summarizing the then-current program, significant program results, FY-00-01 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended. The parties hereto agree the State's total obligation hereunder is limited to \$42,000.00.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8 All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003

9 Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

REGIONAL PUBLIC
TRANSPORTATION AUTHORITY

STATE OF ARIZONA
Department of Transportation

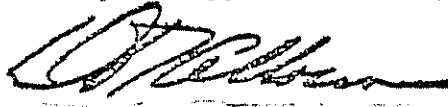
By _____
G. KENNETH DRIGGS
Executive Director

By 
MARY LYNN TISCHER, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 24th day of September 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Maricopa County Regional Public Transportation Authority for the purpose of defining responsibilities for conveying funds from the State to RPTA for the Don't Drive 1 in 5 campaign.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.




DAVID R. ALLOCCO, P.E.
Assistant State Engineer.
Engineering Technical Group
for Mary E. Peters, Director

JPA 00-176

APPROVAL OF THE MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 8 day of November, 2000.





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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ATTORNEY GENERAL

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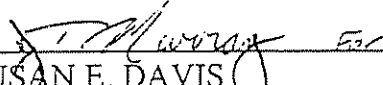
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2044TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 20, 2000

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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